

1) Have the minerals been severed from the ownership of the Government or have they been leased?

The Government is retaining mineral rights on the NWIRP production facility land. Minerals were previously reserved by the record title holder of the 110 acre Cottonwood Bay Tract before the original Government acquisition.

2) Taxes on Cottonwood Bay – Are back taxes due on this portion of the property since 2008?

Unknown. Since the property is being sold "as is" with title conveyance to be completed by a deed without warranty, the Purchaser is responsible to determine the tax status of the property and should therefore seek the advice of the local taxing authority on this matter.

3) Are there any unrecorded covenants, easements, restrictions or third party rights for roads, utilities, etc that can be disclosed?

All title encumbrances that are known by the Government are identified either in the IFB and/or on the Government sale website. Since the property is being sold "as is" with title conveyance to be completed by a deed without warranty, the Purchaser is responsible to determine the title status of the property.

4) The closing is contingent on joining the TCEQ CAO; however the CAO may still be in draft form at the bid opening or even at bid selection. If it is not finalized before the closing date, how can the winning bidder meet this bid requirement?

The CAO may be in draft form at the end of the Sealed Bid Sale process but will be finalized prior to sale closing and conveyance of title. The Purchaser accepts title with these conditions. Should the Purchaser have specific questions concerning the CAO process, it should contact TCEQ

5) Can the entire amount of the bid be submitted on the bid due date in lieu of a Bid Deposit and Irrevocable Letter of Credit?

Yes.

6) If GSA must grant an extension and delay closing because the TCEQ CAO is not finalized, will liquidated damages or interest on the purchase price be required from the Purchaser? Section 16. Delayed Closing states that these costs would be due from the Purchaser unless the delay was on the part of the Government, not necessarily the TCEQ. Would this waiver apply to the Purchaser if the delay were caused by the TCEQ in failing to finalize the CAO before closing?

GSA has discretion whether or not to grant an extension and delay closing under such circumstances. However, should GSA deem that an extension is required to complete the CAO because of TCEQ's review and deliberation processes, the liquidated damages clause would not be exercised by GSA in such event as long as the purchaser is working in good faith and all timeliness to achieve finalization of the CAO. On the other hand, should GSA determine that the Purchaser is the responsible party for the delay, the agency, at its discretion, may either move: (i) grant Purchaser an extension but invoke the provisions of the liquidated damages clause, or (ii) terminate the contract with the Purchaser forfeiting its bid deposits as provided under the terms and conditions of the IFB.

7) Will the Government remain responsible any AOCs not addressed in the CAO and also not underneath Building 1 and 6 (e.g. chromium contamination resulting from past plating operations, oil seepages in parking lot)? This is contamination that is known by the Government but not addressed under any RAP or under the CAO. If Purchaser completes response actions to address these AOCs, will the Government reimburse Purchaser for response action costs?

Environmental obligations being assumed by the Purchaser are discussed in Section VII.1. The Government's retention of certain response action obligations is discussed in Section VII.4.

8) Section VII 1(c) states that the Government has elected not to impose deed restrictions precluding the disturbance of Buildings 1 and 6 foundations. Has the TCEQ agreed with this election or will they require the Purchaser to place such a restriction?

The Government's subject election is founded upon recognition that existing environmental data and regulations do not require such deed restrictions for the current condition of the hazardous substances addressed in VII.1.c) of the IFB. Said election is not subject to TCEQ concurrence.

9) Section VII 3. states the only forms of financial assurance acceptable to both the Government and TCEQ are surety bond, fully funded trust, and letter of credit. This is incorrect. State regulations (30 TAC Chapter 37) allow a certificate of insurance as an additional financial assurance mechanism for closures in Texas. Please verify.

The Government will concur with any form of financial assurance acceptable to TCEQ. TCEQ has specifically advised the Government that financial vehicles listed in the IFB are the only acceptable forms of financial assurance it would consider for this specific CAO process for the property at this time. Should purchasers have any further questions in this regard, they should contact TCEQ.

10) Section VII (G) Non-Interference Clause states that the Purchaser shall not hinder the USA and its contractors from operating and maintaining groundwater treatment systems or from conducting required investigations. Our understanding is that the Purchaser, as a party to the CAO will be responsible for all investigation and remediation required by the TCEQ. If this is the case, why should government contractors still maintain their right to access to conduct these activities?

Section VII.4. of the IFB provides for Government retention of certain response action obligations that may require access to the property to perform actions in which the purchaser may not interfere.

11) Section VII (H)(3) states that the Government will either complete or ensure that the Purchaser will complete necessary response actions for the Property. Since the Purchaser must be responsible for all response actions under this agreement, how will the Government work with the Purchaser to “ensure” that response actions are completed? The TCEQ has the responsibility to ensure that all CAO parties comply with the financial assurance and schedule set forth in the CAO. Will the Government impose different criteria than the TCEQ?

The CAO will be the vehicle that will drive the remediation process. Under its response action assurances responsibilities as set forth in the Finding of Suitability for Early Transfer as provided on the GSA public website, the Government is charged with the responsibility to complete, or cause to be completed, all response actions called for under the CAO. Purchaser's obligations under the CAO will be completed to the satisfaction of the Government upon delivery to the Government of a written certification by TCEQ that the requirements identified in the CAO have been fully completed by the Purchaser and that no further environmental response action is required by the state.

12) Why is Section VII (H)(4) necessary if the Purchaser is obligated to pay for all response action costs? Are the “as is” and “Purchaser responsible for all response action costs” provisions negotiable?

As stated in Section VII.4. of the IFB, the Government retains certain statutory response action obligations even though the purchaser is contractually obligated to pay for the response actions described in the CAO. Notwithstanding the foregoing, the Purchaser does not have the right to negotiate with the Government on its requirement to fully complete all response actions it is required to perform under the provisions of the CAO.

13) Why can't the 31 acre undeveloped land portion of the property be used for residential purposes since it is unaffected by historic plant operations and is not subject to any response actions under the CAO?

The language in the IFB is clear on this point with the Purchaser being required to fully comply with all obligations and conditions called thereunder.

Notwithstanding the foregoing, completion of all requirements called for under the provisions of the CAO, the purchasers may, at their own initiative and expense, contact TCEQ with their request to lift certain environmental use restrictions affecting this particular tract. In such event, Purchasers may work with TCEQ and all affected stakeholders to consider lifting such environmental use restrictions.

14) Under Section VIII (3), (4), or (5) we don't understand why the Purchaser is prohibited from impacting any future site remedies or monitoring wells on the Property that have been installed or may later be installed by the Government. It is our understanding that the Purchaser will be solely responsible for all future response actions and modifications to existing remediation systems. This also serves to prohibit modifications that may enhance and decrease the costs for site remedies. Does the Government intend on handing over responsibilities outlined in the CAO or retain them? Are certain CAO responsibilities negotiable?

The purchaser is required to complete all response actions called for under the terms of the CAO. As stated in Section VII.4. of the IFB, the Government retains certain statutory response action obligations even though the purchaser is contractually obligated to pay for the response actions described in the CAO. Sections VIII.3, VIII.4. and VIII.5. enable the government to complete their retained statutory obligations.

15) If CAO division of responsibilities between the Government and Purchaser may be negotiable, will a bid in which the Purchaser agrees to assume all environmental liabilities (e.g. CAO responsibilities) be scored as more complete and favorable to the Government than a bid that does not assume all of the liabilities? Is this second type of bid even allowable?

CAO requirements at the time of conveyance are not negotiable. At the time of bid opening, the only determinant for award is the highest cash amount for the bid price received. Bids received with contingencies, conditions, or any other terms not expressly contained in the IFB will be summarily rejected (Section V.1.a) of the IFB) as nonresponsive, regardless of the bid amount indicated.

16) Can the entire 10% earnest money bid deposit be in the form of a certified check or cashier's check?

Yes, the 10% earnest money bid deposit can be in the form of a certified check or cashier's check.

17) May we add an attachment to the Bidder Registration Form for the purpose of describing additional terms crucial to our bid?

No, at the time of bid opening, the only determinant for award is the highest cash amount for the bid price received. Bids received with contingencies, conditions, or any other terms not expressly contained in the IFB will be summarily rejected (Section V.1.a) of the IFB) as nonresponsive, regardless of the bid amount indicated.

18) Who will determine that the Purchaser is a "Suitably Qualified Transferee"? How and when will this be determined?

As indicated in Section 9.0 of the Finding of Suitability for Early Transfer (NAVFAC Southeast, November 2009), both the Navy and Texas Commission on Environmental Quality (TCEQ) must find the Purchaser to be a Suitably Capable Transferee. As further indicated in Section 9.0, this determination will include an assessment of both technical and financial capability. It is anticipated that this determination will be completed within approximately 180 days of closure of the online auction.

19) What is the thickness of the concrete and floor loads on the manufacturing areas and office facilities?

Varies: offices 6" - 10", manufacturing 8" - 10" except machine pads which are much thicker; outside airplane tie-down areas are 12'.

20) What are the names of the fiber optic providers that are available to the site or to Jefferson Blvd within a mile radius of the facility?

AT&T; SPRINT & VERIZON Note: Northrup-Grumman operates the data center on-site and subcontracts with the providers.

21) How much are they paying for power per kilowatt hour?

TEU rate is 0.0612 per KW hr including trans/distr

22) We would like a report of the most recent maintenance records that show and confirm which roofs and / or air conditioning equipment or other facility infrastructure items have been repaired and or replaced over the course of the last 2-3 years.

Government (Navy) can offer the project lists for the LTCM. TVAD has data regarding tenant work. Information for air handling equipment will have to be obtained from the LTCM information at a later date due to short response period.

Summary of Government Expenditures 2008-2011:

ELECTRICAL	6,780,704
FIRE PROTECTION	352,179
MECHANICAL	3,838,074
GENERAL	868,056
ROOFING	4,867,836
STRUCTURAL	871,838
PLUMBING	4,493,176

Roofing Summary 2008-2011:

2008	BN 1	4,000SF
	BN 97	3,700SF
2009	NONE	NONE
2010	BN 1	7,600SF
	BN 16	36,026SF
	BN 1 & 6 Bridge	3,000SF

	BN 22	60,787SF
	BN 26	26,175SF
	BN 198	91,485SF
	BN 224	96,511SF
2011	BN 1	63,000SF

23) How much of the facilities are fully sprinklered and what type of systems, are they dry, wet or ESFR?

90% are fully sprinkled w/ wet system. All enclosed buildings are sprinkled and several of the open wall are as well. Computer areas have dry systems.

24) How many cranes are in each manufacturing building and what capacities do they have?

Most cranes are 1 – 5 Ton capacity. Estimate over 100 cranes throughout the facility...most in BN 1 & BN 6. 20T crane in BN 94. The Navy does not own any cranes at the facility.

25) What are the ceiling heights throughout each manufacturing facility?

BN 1: 12'-15" (low bays); 22'-25' (high bays)
 BN 6: 12'-15' (low bays); 27'-29' (high bays)
 BN 198: 60'
 Balance of buildings CH varies.

26) Is any portion of the property within the 100 year or less floodplain?

Navy makes no representations regarding floodplain. Purchaser's attention is invited to FEMA Map # 48113C0280L where independent assessment may be made and relied upon.